

## **SECTION 2.0 - SCOPE OF SERVICES**

### **2.1 INTRODUCTION**

This solicitation is being issued through the County's Expedited Purchasing Program (see Section 1.44).

Miami-Dade County, hereinafter referred to as the County, is soliciting proposals for legal representation in obtaining prospective and retroactive Supplemental Security Income (SSI) for clients of the Miami-Dade County Department of Human Services (DHS), Neighborhood Assistance Bureau. Payment to the selected Proposer will be made per successful case (i.e., benefits are awarded), on a performance basis, and as direct payment from either the client or the Social Security Administration (SSA). The selected Proposer will not receive any form of payment for unsuccessful cases or any form of payment from the County.

For over 30 years, DHS has been the largest provider of a comprehensive network of social and human services to the residents of Miami-Dade County. A variety of services are provided to children, elderly, disabled individuals, veterans, and farm workers. The Department's program areas encompass Neighborhood Assistance; Employment Services; Rehabilitative Services; Elderly, Disability and Veterans Services; Child Development; Violence Prevention and Intervention Services; and Psychological Services. Through a tradition of making a difference, DHS strives to provide the human service needs of all Miami-Dade County residents. The DHS Neighborhood Assistance Bureau operates two emergency housing complexes, 10 neighborhood centers and contracts with boarding homes. This Bureau provides services from Florida City to the Broward County Line. The services requested herein are related to the Bureau's financial assistance provided to the medically disabled under its General Assistance Program.

Legal representation services are currently provided by Legal Services of Greater Miami Inc. The number of new referrals to this contractor was 53 in 2004 and 73 in 2005. Under the current contract, there is no charge to Miami-Dade County or to the client for unsuccessful cases. The fixed fee under that contract is \$630 per successful case however refer to Section 2.3 for payment process information as there are two methods of receiving payment.

The County anticipates awarding a single contract for a three (3) year period, with three (3) one-year options to renew, at the County's sole discretion.

### **2.2 REQUIREMENTS AND SERVICES TO BE PROVIDED**

#### **A. Eligibility Criteria for Clients**

For clients of DHS to be eligible for these services, they must:

1. Be medically unemployable;
2. Have documented proof of a medical disability as diagnosed from a State of Florida licensed physician;
3. Have no other available income or assets;
4. Be a resident of Miami-Dade County and provide proof;

5. Apply for Social Security Income (SSI) benefits and sign a SSI Reimbursement Agreement form;
6. Sign required documents for General Assistance to include the Lien Agreement, if property is owned and;
7. Sign a Litigation Reimbursement Agreement form, if applicable (see Appendix A).

#### **B. Legal Representation Requirements**

The selected Proposer shall be familiar with Immigration Laws and shall have attorneys assigned to this project that are in good standing with The Florida Bar. The selected Proposer shall:

1. Accept all clients referred by DHS who have been denied at the reconsideration stage of the Social Security Administration (SSA) determination process and conduct a preliminary interview with client;
2. Review the merits of all applications for benefits based on legal expertise and SSI experience ;
3. Advise DHS in writing of acceptance of referred cases (referral form provided by Department);
4. As applicable, have available and provide executed SSA approved copies of Form 1696-U4 (Appendix A), or any other approved form, upon request by the County (see Section 2.3 & 2.4).
5. If in the selected Proposer's opinion, a referred client does not meet the eligibility criteria (see Section A above), or the selected Proposer cannot represent a referred client for a legitimate reason, the selected Proposer must provide a written request to DHS to not represent said client, along with justifications and possible options/services which might be available to the client;
6. Advise clients of the SSA reconsideration process and assure clients remain in compliance;
7. Continue legal representation of client through hearing and appeal stages of the SSA application process;
8. Monitor cases and provide, at a minimum, written monthly updates to DHS on the status of each case;
9. Establish relationships with individual social workers of represented clients;
10. Resolve issues involving immigration status;
11. Communicate with clients in English, Spanish, or Creole as may be applicable;
12. Agree to represent clients and charge a fee only for successful cases;
13. Arrange payment from client for costs associated with legal representation not to exceed the contractually agreed upon fee in any contract as a result of this RFP (The client will not be charged for cases in which benefits are not awarded.);
14. Submit the SSA notice of decision of referrals; and
15. Notice DHS when all legal avenues towards a successful award have been exhausted.

#### **2.3 PAYMENT PROCESS**

The selected Proposer shall seek payments from DHS clients or the SSA pursuant to the Social Security Administration Program Operations Manual System (SSA), specifically General Rule 039, which can be accessed at [www.ssa.gov](http://www.ssa.gov) (see also Appendix A).

The SSA must authorize fees payable for services performed by the selected Proposer. Any fee that is approved by the SSA, and meets the requirements provided for in this RFP, shall also be approved by the County; however the selected Proposer shall notify

the County of any changes to the laws or judicial decisions that would affect SSA implementation, the payment process, client billing, or any SSA procedural or court ordered changes that may occur. Currently, there are two mutually exclusive processes by which the selected Proposer may seek SSA authorization; a fee petition process, or a fee agreement process.

- i. A **fee petition process** authorizes a reasonable fee for services based on the selected Proposer's request submitted after the completion of his/her services before the SSA. The selected Proposer may make this request in writing to the SSA by describing in detail the amount of time spent and the amount of the fee requested. The SSA will consider a reasonable value of services provided and send a notice to the client of the fee the selected Proposer can charge.
- ii. A **fee agreement process** authorizes a fee based on a fee agreement between the client and the selected Proposer assuming that specified conditions are met. An SSA decision maker approves the agreement at the time of the favorable determination of decision. SSA then authorizes a fee based on the approved agreement in the course of effectuating the favorable determination or decision.

Authorized direct payments by the SSA are available to those Proposers that are eligible. An amount not-to-exceed 25% of a client's SSI benefits awarded or \$5,300 (or a higher amount set and announced in the Federal Register) whichever is less, are held for payment to the selected Proposer. This amount held by SSA does not guarantee the full amount paid, rather the amount approved by the SSA pursuant to the methods of collection listed above (see Appendix A).

## **2.4 PROPOSED PRICE SCHEDULE FEE**

**Proposer's fee for legal representation services shall be submitted on Form B-1 "Price Schedule" and in the manner indicated therein {see Section 3.2(A)(7) for submittal instructions}.**

### A. Types of Fees Allowed Specifically for this Solicitation (refer to Form B-1)

Proposers shall select one guaranteed price schedule fee for services to be performed (Primary Fee). The Proposers may choose between a fixed, flat fee or, a fixed percentage fee. Alternatively, because there are two payment process methods, and the SSA may determine a different fee amount/percentage than that proposed; the selected Proposer may indicate a response for a Secondary Fee. However the County and the selected Proposer shall agree that only when there is documentation to support its use of the Secondary Fee shall that fee be allowable (i.e. SSA court ruling, change in legislation, or client agreement form).

### B. Alternatives/Modifications to Fees

For either payment process (Section 2.3) or price schedule fee selected above (Section A of this Section), the selected Proposer shall guarantee to offer the same Primary Fee, SSA authorized fee listed on Form B-1 "Price Schedule", to all DHS clients, and shall conform said authorized fee to any subsequent agreements made to DHS' clients throughout the initial contract term of this RFP on a case-by-case basis. Unless otherwise authorized by the 1) SSA; or 2) upon written approval from the DHS client, and proper notification to the County; the Secondary Fee may be used or the price schedule fee/terms may be modified, such as the creation of an escrow account, so as long as said modifications do not conflict with this RFP or the SSA. By mutual

agreement, the County and the selected Proposer, for any option or extension years thereafter, may negotiate the proposed price schedule fee and terms while remaining within the boundaries of SSA requirements.

Notwithstanding any of the above and without exception, the selected Proposer's fee shall not exceed 25% of a client's SSI benefits awarded or \$5,300 (or a higher amount set and announced in the Federal Register) whichever is less. DHS clients must receive proper notice and must willingly approve any form of payment authorization submitted to the SSA as Form SSA-1696-U4 or as stipulated by the SSA. DHS clients must also receive proper notice and approve of any supplemental fee agreements for items such as document retrieval fees. The County may request proof and perform audits at any time throughout the contract term or any option or extension years thereafter to verify compliance with any part of this RFP.

No approval from the County is necessary for any Federal court services, or any out-of-pocket expenses the selected Proposer expects to incur, such as the cost of obtaining evidence. However, evidence retrieval costs should be reasonable and consistent throughout the term of the contract.